

105.013

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

KEYSTONE INSURANCE COMPANY  
AS SUBROGEE OF BRENDA BOYD  
Plaintiffs

vs.

NATIONAL RAILROAD PASSENGER  
CORPORATION A/K/A AMTRAK, AND  
KEVIN CONNORS  
Defendants/Third Party Plaintiffs

vs.

LYNN REDMOND AND LESLIE BOYD,  
JR.  
Third Party Defendants

CIVIL ACTION

NO. 1:07-cv-00196 GMS

JURY TRIAL DEMANDED  
12 JURORS REQUESTED

**DEFENDANTS/THIRD PARTY PLAINTIFFS, NATIONAL RAILROAD  
PASSENGER CORPORATION A/K/A AMTRAK AND KEVIN CONNORS  
COMPLAINT AGAINST THIRD PARTY DEFENDANTS LYNN REDMOND AND  
LESLIE BOYD, JR.**

And now comes Defendant/Third Party Plaintiffs National Railroad Passenger Corporation a/k/a Amtrak and Kevin Connors, by and through its attorneys, and hereby files this Third Party Complaint against Lynn Redmond and Leslie Boyd, Jr. and avers as follows:

1. The Plaintiff, Keystone Insurance Company as subrogee of Brenda Boyd filed this lawsuit in the Court of Common Pleas in the County of New Castle, Delaware, upon the filing of a Praecipe for Summons and Complaint on or about February 26, 2007.
2. This suit was filed against Defendants to recover monetary damages allegedly

sustained by Keystone Insurance Company in connection with its alleged payment of medical and funeral expenses on behalf of Brenda Boyd as per her No Fault Automobile Insurance Coverage.

3. These damages were paid by Keystone in connection with an accident that allegedly occurred between Brenda Boyd and Kevin Connors while Mr. Connors was operating an Amtrak vehicle in New Castle County, Delaware on or about November 14, 2003.
4. After National Railroad Passenger Corporation (hereinafter "Amtrak") removed the case to this Honorable Court on April 5, 2007, Defendants/Third Party Plaintiffs filed an Answer to Plaintiff's Complaint on April 11, 2007.
5. Amtrak's Removal and this Courts Jurisdiction is based upon the fact Defendant/Third Party Plaintiff Amtrak is a corporation created by an Act of Congress codified at 49 U.S.C. § 24301, et seq, and the Federal Government owns and owned during all relevant times hereto more than one-half of the capital stock of Amtrak, and therefore, this Honorable Court has federal question jurisdiction under 28 U.S.C. §1331, given that Defendant Amtrak was created by an Act of Congress, wherein the United States is the owner of more than one-half of its capital stock. Eichelberg v. National Railroad Passenger Corp., 57 F.3d 1179 (2nd Cir. 1995).
6. Upon information and belief, the third-party defendants Lynn Redmond and Leslie Boyd, Jr. are competent adults. Lynn Redmond had an address for service of process at 15 S. Broom Street, Wilmington, DE 19805 and Leslie Boyd, Jr. an

address for service of process at 610 W. Diamond Street, Hazelton, PA 18201.

7. A settlement was reached between Third Party Plaintiffs and Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. in their individual capacities and in their capacities as the personal representatives of the Estate of Brenda Boyd.
8. A Release was executed by Third Party Defendants in their individual capacities and in their capacities as the personal representatives of the Estate of Brenda Boyd which confirmed the terms of the settlement.
9. Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. executed a General Release in favor of National Railroad Passenger Corporation and Kevin Connors on or about September 17, 2004. See Exhibit A, General Release of September 17, 2004.
10. Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. executed and consented to this release in their individual capacities and in their capacity as the personal representative of the Estate of Brenda Boyd. Exhibit A.
11. The above referenced General Release was knowingly and voluntarily entered into by Lynn Redmond and Leslie Boyd, Jr. following counseling and advice of their attorney John Aivazoglou, Esquire.
12. In this release Lynn Redmond and Leslie Boyd, Jr. agreed to "indemnify, and hold harmless the National Railroad Passenger Corporation, its predecessors, affiliated and subsidiary companies, successors in interest and assigns, its former, present and future trustees, officers, directors, agents, servants, employees, volunteers, contractors, subcontractors, attorneys, and

representatives, and Kevin Connors and his heirs, assigns, and personal representatives, and any and all other related persons and/or corporations, directors, officers, attorneys, medical personnel, employees, agents, servants, successors, assigns, and any and all other parties, associations and corporations, any and all claims, charges, obligations, promises, controversies, rights, demands, actions, causes of action, suits, judgments, verdicts, awards, damages (including compensatory and consequential damages and attorneys fees), costs, fees, expenses, **of and from any and all liability arising from or in any way related to any direct claims, subrogation claims, claims for any PIP benefits, first party benefits, work loss benefits and/or medical benefits** or claims against doctors and medical providers for medical malpractice as a result of services rendered in the accident, or liens for any compensation or medical/health care payments, disability benefits, funeral expenses, public welfare benefits, public or private insurance benefits, or other sums due or claimed to be due or paid under any law (state or federal), regulation or contract, arising out of or in any way related to the events underlying this Release or any of the injuries, damages and losses alleged to have been sustained". Exhibit A, emphasis added.

13. Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. owe Defendants/Third Party Plaintiffs indemnification.

**COUNT I**  
**NATIONAL RAILROAD PASSENGER CORPORATION AND KEVIN CONNORS**  
**vs. LYNN REDMOND AND LESLIE BOYD, JR.**

**INDEMNIFICATION**

14. Third Party Plaintiffs incorporates by reference paragraphs 1 through 13 as if set forth herein.
15. On September 17, 2004, Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. executed a General Release in favor of Third Party Plaintiff National Railroad Passenger Corporation and Kevin Connors and all other parties, associations and corporations jointly or severally liable, from all claims, specifically including **any and all liability arising from or in any way related to any direct claims, subrogation claims, claims for any PIP benefits, first party benefits, work loss benefits and/or medical benefits.** Exhibit A.
16. The Release of September 17, 2004, requires that Third Party Defendants Release, Indemnify, and hold harmless Releasees, National Railroad Passenger Corporation and Kevin Connors.
17. This Release was entered in favor of Defendant/Third Party Plaintiffs National Railroad Passenger Corporation a/k/a Amtrak and Kevin Connors.
18. Third Party Defendants are required pursuant to the General Release of September 17, 2004 to indemnify Third Party Plaintiffs, National Railroad Passenger Corporation and Kevin Connors.

19. As per the General Release, Third Party Defendants are required to indemnify Third Party Plaintiffs, National Railroad Passenger Corporation and Kevin Connors against any and all damages which may be awarded to the plaintiff for subrogation claims, claims for any PIP benefits, first party benefits and/or medical benefits.
20. As per the General Release, to the extent that judgment is entered in favor of the plaintiff and against Defendants/Third Party Plaintiffs, Third Party Defendants Lynn Redmond and Leslie Boyd, Jr. are liable to Defendants/Third Party Plaintiffs for any and all damages awarded to the plaintiff Keystone.

WHEREFORE, Defendant/Third Party Plaintiffs National Railroad Passenger Corporation a/k/a Amtrak and Kevin Connors request that this Honorable Court enter judgment in their favor and against Third-Party Defendants, Lynn Redmond and Leslie Boyd, Jr. individually, or, in the alternative, should judgment be entered in favor of the plaintiff and against Defendant/Third Party Plaintiffs, Defendant/Third Party Plaintiffs request that this Honorable Court hold Lynn Redmond and Leslie Boyd, Jr. individually liable or jointly or severally liable, or liable over to Defendant/Third Party Plaintiffs by way of contribution or indemnity for all damages, fees and costs, associated with such judgment, along with any other relief which this Court deems just and appropriate under the circumstances.

GALLAGHER, ROWAN & EGBERT P.C.

BY: /s/ Jessica E.GenslerLippy  
JESSICA E. GENSLER LIPPY, ESQUIRE  
Attorney I.D. No. 4426  
Silerside Carr Executive Center  
501 Silerside Road, Suite 94  
Wilmington, DE 19809  
(302) 798-2779  
Attorney for Defendants  
National Railroad Passenger Corporation a/k/a  
Amtrak, Ronald F. Annone, and Norfolk  
Southern Corporation

Date: April 13, 2007

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

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Plaintiffs

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**CERTIFICATE OF SERVICE**

I, Jessica E. Gensler Lippy, Esquire, attorney for Defendants, National Railroad Passenger Corporation a/k/a Amtrak and Kevin Connors, hereby certify that a true and correct copy of the foregoing Third Party Complaint against Third Party Defendants Lynn Redmond and Leslie Boyd, Jr., was served via first class mail, postage prepaid to counsel for Plaintiffs as follows:

William J. Cattie, III  
Rawle & Henderson, LLP  
300 Delaware Avenue  
Suite 1015  
PO Box 588  
Wilmington, DE 19899-0588

GALLAGHER & ROWAN, P.C.

BY: /s/Jessica E. Gensler Lippy  
JESSICA E. GENSLER LIPPY, ESQUIRE  
Attorney I.D. No. 4426  
SILVERSIDE CARR EXECUTIVE CENTER  
501 SILVERSIDE ROAD, SUITE 94



Wilmington, DE 19809  
(302) 798-2779  
Attorney for Defendants  
National Railroad Passenger Corporation  
a/k/a Amtrak and Kevin Connors

Date: April 13, 2007

105-013

**GENERAL RELEASE****KNOW ALL MEN BY THESE PRESENTS**

THAT, Lynn Redmond and Leslie Boyd, Jr., in their individual capacities and in their capacity as the personal representatives of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, for and in consideration of the sum of Eight Hundred Thousand Dollars (\$800,000.00) , do, on their own behalf and on behalf of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, hereby remise, release and forever discharge the National Railroad Passenger Corporation and Kevin Connors , their heirs, executors, and administrators, and all other persons and corporations whether named or unnamed especially from any and all manner of actions and causes of actions, suits, debts, dues, accounts, attorney fees, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, especially any and all claims arising out of a motor vehicle accident occurring on November 14, 2003, in Wilmington, Delaware, which against the said National Railroad Passenger Corporation and Kevin Connors, we Lynn Redmond and Leslie Boyd, Jr. in our individual capacities and in our capacity as the personal representatives of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, ever had, now has, or which our heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have, for, or by reason of any

EXHIBIT A

cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

It is understood and agreed that the consideration stated herein is exclusive of, and does not include, any amounts paid, to be paid, or claimed, for any PIP benefits, first-party benefits, work-loss benefits and/or medical benefits, accrued and/or accruing as a result of the MVA of 11/14/03 or claims against doctors and medical providers for medical malpractice as a result of services rendered in this accident, which amounts or claims do not merge with, but survive, this Release.

However, notwithstanding anything contained in the foregoing paragraph, by executing this Release, it is Lynn Redmond and Leslie Boyd Jr.'s intention, both individually for themselves and on behalf of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda N. Boyd to enter into a final agreement with the National Railroad Passenger Corporation and Kevin Connors, and their heirs, executors, administrators and successors in interest, and to ensure that the National Railroad Passenger Corporation and Kevin Connors, and their heirs, Executors, administrators and successors in interest, have no further obligations to them for any payments whatsoever for any/and all injuries, damages and or losses arising out of or in any way related to the aforesaid incident of November 14, 2003 or any other mater giving rise to their claims against the National Railroad Passenger Corporation and Kevin Connors; and their heirs, Executors, administrators and successors in interest.

To this end, Lynn Redmond and Leslie Boyd, Jr., individually and in their capacity as personal representatives of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, do for themselves and on behalf of the Estate agree to indemnify and hold harmless the National Railroad Passenger Corporation, its predecessors, affiliated and subsidiary companies, successors in interest and assigns, its former, present and future trustees, officers, directors, agents, servants, employees, volunteers, contractors, subcontractors, attorneys, and representatives, and Kevin Connors and his heirs, assigns, and personal representatives, and any and all other related persons and/or corporations, directors, officers, attorneys, medical personnel, employees, agents, servants, successors, assigns, and any and all other parties, associations and corporations, any and all claims, charges, obligations, promises, controversies, rights, demands, actions, causes of action, suits, judgments, verdicts, awards, damages (including compensatory and consequential damages and attorneys fees), costs, fees, expenses, of and from any and all liability arising from or in any way related to any direct claims, subrogation claims, claims for any PIP benefits, first party benefits, work loss benefits and/or medical benefits or claims against doctors and medical providers for medical malpractice as a result of services rendered in the accident, or liens for any compensation or medical/health care payments, disability benefits, funeral expenses, public welfare benefits, public or private insurance benefits, or other sums due or claimed to be due or paid under any law (state or federal), regulation or

contract, arising out of or in any way related to the events underlying this Release or any of the injuries, damages and losses alleged to have been sustained.

Lynn Redmond and Leslie Boyd, Jr., fully understand and expressly represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this General Release, that they have the sole right and exclusive authority to execute this General Release and receive the sums specified in it; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this General Release.

Lynn Redmond and Leslie Boyd, Jr. further acknowledge that in their capacity as personal representatives of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, that they are directing that the payment of the aforesaid \$800,000.00 be made payable to Lynn Redmond and Leslie Boyd, Jr., in their individual capacities.

Lynn Redmond and Leslie Boyd, Jr., in their individual capacities and in their capacity as the personal representatives of the Estate of Brenda Boyd a/k/a Brenda M. Boyd a/k/a Brenda H. Boyd, further acknowledge and agree that the payment of the aforesaid sum of \$800,000.00 shall not be construed as an admission of liability on behalf of the National Railroad Passenger Corporation and/or Kevin Connors.

Lynn Redmond and Leslie Boyd, Jr., in their individual capacities and in their capacity as the personal representatives of the Estate of Brenda Boyd a/k/a Brenda

M. Boyd a/k/a Brenda H. Boyd, further acknowledge that they have read the foregoing Release and fully understand the contents thereof and sign the same as their own free act and deed.

**IN WITNESS WHEREOF**, we have hereunto set our hand and seal this *17<sup>th</sup>* day of *September*, 2004.

**SIGNED, SEALED & DELIVERED**  
In The Presence Of:

\_\_\_\_\_  
Witness

*Lynn Redmond*  
\_\_\_\_\_  
Lynn Redmond

*Sherri Ann Prendergast*  
\_\_\_\_\_  
Witness

*Leslie C Boyd Jr*  
\_\_\_\_\_  
Leslie Boyd, Jr.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sherri Ann Prendergast, Notary Public  
Eddystone Boro, Delaware County  
My Commission Expires Dec. 18, 2007  
Member, Pennsylvania Association Of Notaries